

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

AMERICAN AERIAL SERVICES INC,)	
Plaintiff)	
)	
)	
v.)	CIVIL NO. 2:12-cv-00361-JDL
)	
)	
TEREX USA LLC, et al.)	
Defendants)	

AMENDED JUDGMENT

This matter having been tried before the Court and a jury, Honorable Jon D. Levy presiding, and the jury having rendered its verdict on June 11, 2015; and in accordance with the Order on Defendants' Motions for Summary Judgment issued on August 15, 2014 by Judge Jon D. Levy;

JUDGMENT is hereby entered for defendants Terex USA LLC and Empire Crane Company LLC as against the plaintiff American Aerial Services Inc. on Count One, alleging breach of contract claim and breach of the implied warranty of fitness for a particular purpose, Counts Three and Four, alleging fraud claims and Count Five for punitive damages;

JUDGMENT is further entered for plaintiff, American Aerial Services Inc. and against the defendants, Terex USA LLC and Empire Crane Company LLC, in the amount of \$495,000.00 (four hundred ninety-five thousand dollars) plus pre-judgment interest pursuant to 14 M.R.S. § 1602-B and post-judgment interest pursuant to 28 U.S.C. § 1961(a). Pre-judgment interest began accruing on October

26, 2012 at the rate of 3.12%. Both defendants having breached an express or implied warranty, and Defendant Terex USA LLC having been assigned 70% responsibility for the damages, judgment is hereby entered against the defendant, Terex USA LLC, in the amount of \$346,500.00 (three hundred forty six thousand five hundred dollars). Empire Crane Company, LLC having been assigned 30% responsibility for the damages; judgment is hereby entered against the defendant, Empire Crane Company, LLC., in the amount of \$148,500.00 (one hundred forty-eight thousand five hundred dollars).

CHRISTA K. BERRY
Clerk

By: /s/ Neala Dunfey
Neala Dunfey
Deputy Clerk

Dated: August 21, 2015